

UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION

UNITED STATES OF AMERICA)	
)	
v.)	Violations: Title 18, United States
)	Code, Sections 4, 666 and 1343.
EUGENE MULLINS,)	
GARY RENDER,)	
MICHAEL L. PEERY,)	
CLIFFORD BORNER, and)	<u>UNDER SEAL</u>
KENNETH GREGORY DEMOS)	
)	

COUNT ONE

The SPECIAL SEPTEMBER 2011 GRAND JURY charges:

1. At times material to this indictment:

Individuals and Entities

a. Defendant EUGENE MULLINS served as Director of the Cook County Department of Public Affairs and Communications beginning in approximately March 2008 and continuing through approximately November 2010.

b. Gary Render, Michael L. Peery, Clifford Borner and Kenneth Gregory Demos were acquaintances of defendant MULLINS.

c. Individual A operated Company A, which was a non-profit social services organization.

d. Individual B operated Company B, which was a project management and consulting company.

e. Employee A was a Cook County employee in the Department of Public Affairs and Communications.

Cook County

f. Cook County was a local government located in the Northern District of Illinois. Cook County's legislative branch of government was the Board of Commissioners of Cook County ("the Cook County Board"), which had the authority to set policy and pass ordinances and resolutions related to the responsibilities of Cook County government, including approving certain Cook County purchases and contracts.

g. Pursuant to the Cook County Code of Ordinances, contracts for professional and managerial services for Cook County involving expenditure of \$25,000 or more required, among other things, approval by the Cook County Board. Contracts for such services involving expenditure of less than \$25,000 required approval only by the Cook County Purchasing Agent.

h. Pursuant to the Cook County Code of Ordinances, professional and managerial service contracts could be awarded on a non-competitive basis if a contractor possessed a specialized skill or service or was the only economically feasible source for the service. A professional and managerial service contract awarded on a non-competitive basis required a justification letter to the Cook County Purchasing Agent explaining the reasons why the contract was exempted from the competitive selection process.

The Contracts

i. In or around April 2010, Cook County Department of Public Affairs and Communications had access to approximately \$200,000 for the purpose of promoting awareness and increasing response rates by Cook County residents for the 2010 United States Census (hereinafter “the Census Contracts”).

j. In or about early 2010, Cook County Department of Homeland Security and Emergency Management had access to federal funds designated to promote awareness and assist Cook County residents impacted by floods that occurred in 2008 (hereinafter the “Disaster Grant Contracts”).

k. In or about early 2010, Cook County Department of Environmental Control had access to federal funds designated to promote and increase energy efficiency and conservation in Cook County (hereinafter the “Energy Grant Contracts”).

2. Beginning in or around January 2010, and continuing to in or about January 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, together with others known and unknown, knowingly devised, intended to devise, and participated in a scheme to defraud and to obtain money and property from Cook County by means of materially false and fraudulent pretenses, representations, promises, and material omissions, which scheme is further described in the following paragraphs.

3. It was part of the scheme to defraud that defendant EUGENE MULLINS used his official position as the Director of the Cook County Department of Public Affairs and

Communications to submit and cause to be submitted false and fraudulent documents to Cook County in order to assist persons and entities, including Gary Render, Michael L. Peery, Clifford Borner, Kenneth Gregory Demos, Individual A, Individual B, and others, in obtaining money and professional and managerial service contracts from Cook County. MULLINS also solicited these persons and entities, both directly and indirectly, for payments from the contract proceeds for his own benefit.

Disaster Grant Contract to Gary Render

4. It was further part of the scheme that in or around early 2010, defendant EUGENE MULLINS and Gary Render discussed Render obtaining a Disaster Grant Contract from Cook County. Throughout February 2010, at MULLINS' direction, Render provided MULLINS with, among other things, draft contract proposal and a draft invoice in the amount of approximately \$26,400 seeking a Disaster Grant Contract from Cook County.

5. It was further part of the scheme that defendant EUGENE MULLINS, knowing that contracts of \$25,000 or more required approval by the Cook County Board, informed Gary Render that Render's cost proposal was too high, and instructed Render to reduce the cost of the Disaster Grant Contract. At MULLINS' direction, in or around February 2010, Render provided MULLINS with a draft contract proposal and a draft invoice seeking a Disaster Grant Contract from Cook County in the amount of \$24,980.

6. It was further part of the scheme that defendant EUGENE MULLINS and others submitted and caused to be submitted documents to the Cook County Purchasing

Agent and others, including a justification letter as well as the proposal and invoice, for the purpose of obtaining the Disaster Grant Contract for Gary Render. These documents materially misrepresented, among other things, that substantial portions of the Disaster Grant Contract work had already been completed. Thereafter, on or about February 26, 2010, Cook County issued check number 01223705 to Render in the amount of \$24,980, which Render deposited into his bank account.

7. It was further part of the scheme that in connection with Gary Render's receipt of the check from Cook County, defendant EUGENE MULLINS told Render that MULLINS needed cash from the proceeds of the check to pay another company that would assist Render with the Disaster Grant Contract. Render withdrew some of the proceeds of the check and, from those proceeds, gave MULLINS approximately \$9,000 in cash. MULLINS did not use the cash to pay another company to assist with Render's Disaster Grant Contract or for the benefit of Cook County.

Energy Grant Contract to Michael L. Peery

8. It was further part of the scheme that in or around March 2010, defendant EUGENE MULLINS and Michael L. Peery discussed Peery obtaining a professional and managerial service contract to perform work for Cook County. MULLINS and Peery discussed possible contracts for work related to a Cook County housing grant and later a Cook County energy grant. In or around mid-March 2010, at MULLINS' direction, Peery provided MULLINS with, among other things, a draft proposal for a housing grant contract, and later a draft proposal for an Energy Grant Contract.

9. It was further part of the scheme that defendant EUGENE MULLINS, knowing that contracts of \$25,000 or more required approval by the Cook County Board, instructed Michael L. Peery to propose a cost of less than \$25,000 for the Energy Grant Contract, telling Peery this would avoid red tape. At MULLINS' direction, in or around March 2010, Peery provided MULLINS with a draft Energy Grant Contract proposal in the amount of \$24,985.

10. It was further part of the scheme that defendant EUGENE MULLINS created or caused to be created an invoice purportedly authored by Michael L. Peery related to the Energy Grant Contract that falsely indicated that Peery had assigned certain costs to the tasks identified in the invoice. In fact, as MULLINS well knew, Peery had not authored the invoice and had not assigned the costs to the tasks stated in the invoice.

11. It was further part of the scheme that defendant EUGENE MULLINS and others submitted and caused to be submitted documents to the Cook County Purchasing Agent and others, including a justification letter as well as the proposal and the invoice purportedly authored by Michael L. Peery, for the purpose of obtaining the Energy Grant Contract for Peery. These documents materially misrepresented, among other things, the tasks to be performed by Peery and the costs of such tasks. Thereafter, on or about March 26, 2010, Cook County issued check number 01231016 to Peery in the amount of \$24,985, which Peery deposited into his bank account.

12. It was further part of the scheme that in connection with Michael L. Peery's receipt of the check from Cook County, defendant EUGENE MULLINS told Peery that

MULLINS needed cash from the proceeds of the check to pay another company that would assist Peery with the Energy Grant Contract. Peery withdrew some of the proceeds of the check and, from those proceeds, gave MULLINS approximately \$12,000 in cash. MULLINS did not use the cash to pay another company to assist with Peery's Energy Grant Contract or for the benefit of Cook County.

**Census Contracts to Clifford Borner, Kenneth Gregory Demos and
Individuals A and B**

13. It was further part of the scheme that in or around April 2010, defendant EUGENE MULLINS spoke to and met with Clifford Borner, Kenneth Gregory Demos, Individual A, Individual B, and others, about obtaining Census Contracts from Cook County.

14. It was further part of the scheme that defendant EUGENE MULLINS, knowing that contracts of \$25,000 or more required approval by the Cook County Board, informed Clifford Borner that his Census Contract should be for less than \$25,000. Thereafter, MULLINS drafted a Census Contract proposal on behalf of Borner in the amount of \$24,995.

15. It was further part of the scheme that defendant EUGENE MULLINS, knowing that contracts of \$25,000 or more required approval by the Cook County Board, informed Kenneth Gregory Demos that his Census Contract should be for less than \$25,000. Thereafter, at MULLINS' direction, Demos provided MULLINS with, among other things, a draft contract proposal seeking a Census Contract from Cook County in the amount of \$24,997.

16. It was further part of the scheme that, at defendant EUGENE MULLINS'

direction, Individual B provided MULLINS with, among other things, a draft contract proposal and a draft invoice for a Census Contract in the amount of \$100,000. Subsequently, MULLINS, knowing that contracts of \$25,000 or more required approval by the Cook County Board, instructed Individual B to reduce the cost of the Census Contract to less than \$25,000, telling Individual B this would reduce the level of approvals needed from Cook County. Thereafter, at MULLINS' direction, Individual B provided MULLINS with a draft contract proposal and a draft invoice seeking a Census Contract from Cook County in the amount of \$24,390.

17. It was further part of the scheme that, in approximately April 2010, defendant EUGENE MULLINS created or caused to be created invoices purportedly authored by Clifford Borner, Kenneth Gregory Demos and Individual A, that falsely indicated that Borner, Demos and Individual A had assigned certain costs to the tasks identified in the invoices. In fact, as MULLINS well knew, these individuals had not authored the invoices and had not assigned the costs to the tasks stated in the invoices.

18. It was further part of the scheme that in approximately April 2010, defendant EUGENE MULLINS instructed Employee A to prepare justification letters addressed to the Cook County Purchasing Agent authorizing Census Contracts to be awarded to approximately eight individuals and entities, including Clifford Borner, Kenneth Gregory Demos, Individual A, and Individual B, among others. To assist Employee A with preparing the justification letters, MULLINS provided Employee A with, among other documents, a template of information to include in the justification letters, the proposals authored by

Demos and Individual B, and the proposals and invoices purportedly authored by Borner and Individual A.

19. It was further part of the scheme that defendant EUGENE MULLINS and others submitted and caused to be submitted documents to the Cook County Purchasing Agent and others, including the justification letters created at MULLINS' direction, the proposals authored by Kenneth Gregory Demos and Individual B, and the proposals and invoices purportedly authored by Clifford Borner and Individual A, for the purpose of obtaining Census Contracts for Borner, Demos, Individual A and Individual B. These documents materially misrepresented, among other things, that substantial portions of the Census Contract work had already been completed by these individuals and the cost of such work. Thereafter, on or about April 22, 2010, Cook County issued check number 01237933 to Borner in the amount of \$24,995, which Borner deposited into his bank account, and check number 01237935 to Demos in the amount of \$24,997, which Demos deposited into his bank account.

20. It was further part of the scheme that, in connection with Clifford Borner's receipt of the check from Cook County, defendant EUGENE MULLINS told Borner that MULLINS needed cash from the proceeds of the check to pay another company that would assist Borner with the Census Contract. Borner withdrew some of the proceeds of the check in the form of a cashier's check, which Borner gave to one of Borner's relatives. Thereafter, in or around May 2010, Borner obtained cash from his relative and gave MULLINS approximately \$5,000 in cash. MULLINS did not use the cash to pay another company to

assist with Borner's Census Contract or for the benefit of Cook County.

21. It was further part of the scheme that, in connection with Kenneth Gregory Demos' receipt of the check from Cook County, defendant EUGENE MULLINS told Demos that MULLINS needed money from the proceeds of the check to pay another company that would assist Demos with the Census Contract. Demos withdrew some of the proceeds of the check and, from those proceeds, gave MULLINS approximately \$8,700 in cash. MULLINS did not use the cash to pay another company to assist with Demos' Census Contract or for the benefit of Cook County.

22. It was further part of the scheme that as a result of defendant EUGENE MULLINS' fraudulent misrepresentations and submissions to the Cook County Purchasing Agent, in or about April 2010, Cook County issued a check to Individual A in the amount of \$24,995 for Census Contract work to be performed by Company A. In connection with Individual A's receipt of the check, MULLINS told Individual A that MULLINS could arrange for another company to perform portions of the Census Contract work in exchange for a portion of the proceeds from the Cook County check. Subsequently, in approximately May 2010, Individual A returned the check to Cook County.

23. It was further part of the scheme that as a result of defendant EUGENE MULLINS' fraudulent misrepresentations and submissions to the Cook County Purchasing Agent, in or about April 2010, Cook County issued a check to Individual B in the amount of \$24,390 for Census Contract work to be performed by Company B. In connection with Individual B's receipt of the check, EUGENE MULLINS told Individual B that MULLINS

could arrange for another company to perform portions of the Census Contract work in exchange for a portion of the proceeds from the Cook County check. Subsequently, Individual B returned the check to Cook County.

24. It was further part of the scheme that little or no work was done by Gary Render, Michael L. Peery, Clifford Borner and Kenneth Gregory Demos, whom defendant EUGENE MULLINS assisted in obtaining the Cook County contracts.

25. It was further part of the scheme that defendant EUGENE MULLINS misrepresented, concealed and hid, and caused to be misrepresented, concealed and hidden, the purposes of and acts done in furtherance of the aforementioned scheme. Among his acts of concealment, in or around late 2010 through approximately early 2011, MULLINS advised contract recipients to falsely deny the circumstances surrounding the contracts if questioned by investigators. For example, MULLINS advised Michael L. Peery not to say anything about the cash payment to MULLINS, and MULLINS advised Clifford Borner to claim ownership of the invoice submitted in support of Borner's Census Contract.

26. On or about February 25, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted in interstate commerce by wire communication through internet accounts held with Microsoft, certain writings, signs, signals, and sounds, namely, an email which attached a proposal entitled "Communication Plan Management Services Proposal,"

authored by Gary Render, setting forth a draft proposal related to the Disaster Grant Contract
in the amount of \$24,980;

In violation of Title 18, United States Code, Section 1343.

COUNT TWO

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 25 of Count One of this indictment are incorporated here.

2. On or about February 26, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted in interstate commerce by wire communication through internet accounts held with Microsoft, certain writings, signs, signals, and sounds, namely, an email which attached an invoice entitled "Communications Outreach Services Invoice Detail," authored by Gary Render, setting forth the costs associated with the Disaster Grant Contract proposal in the amount of \$24,980;

In violation of Title 18, United States Code, Section 1343.

COUNT THREE

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 25 of Count One of this indictment are incorporated here.

2. On or about March 16, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted in interstate commerce by wire communication through internet accounts held with Microsoft, certain writings, signs, signals, and sounds, namely, an email which attached a draft proposal entitled “Department of Planning & Development Outreach Proposal For Housing Grants,” authored by Michael L. Peery, setting forth a proposal related to a housing grant;

In violation of Title 18, United States Code, Section 1343.

COUNT FOUR

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

1. The allegations in paragraphs 1 through 25 of Count One of this indictment are incorporated here.

2. On or about April 16, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, for the purpose of executing the above-described scheme, knowingly caused to be transmitted in interstate commerce by wire communication through internet accounts held with Microsoft, certain writings, signs, signals, and sounds, namely, an email addressed to Employee A which attached an invoice purportedly authored by Kenneth Gregory Demos setting forth the costs associated with Demos' Census Contract proposal in the amount of \$24,997;

In violation of Title 18, United States Code, Section 1343.

COUNT FIVE

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

From in or about January 2010 through in or about January 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, being an agent of Cook County, corruptly solicited and demanded, and accepted and agreed to accept, things of value from Gary Render, namely, approximately \$9,000 in cash, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of Cook County involving a thing of value of \$5,000 or more, that is, a professional and managerial service contract awarded to Gary Render by Cook County in the amount of \$24,980, the County being a local government that received in excess of \$10,000 in federal funding in the twelve-month period from January 1, 2010 to December 31, 2010;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT SIX

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

From in or about January 2010 through in or about January 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, being an agent of Cook County, corruptly solicited and demanded, and accepted and agreed to accept, things of value from Michael L. Peery, namely, approximately \$12,000 in cash, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of Cook County involving a thing of value of \$5,000 or more, that is, a professional and managerial service contract awarded to Michael L. Peery by Cook County in the amount of \$24,985, the County being a local government that received in excess of \$10,000 in federal funding in the twelve-month period from January 1, 2010 to December 31, 2010;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT SEVEN

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

From in or about January 2010 through in or about January 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, being an agent of Cook County, corruptly solicited and demanded, and accepted and agreed to accept, things of value from Clifford Borner, namely, approximately \$5,000 in cash, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of Cook County involving a thing of value of \$5,000 or more, that is, a professional and managerial service contract awarded to Clifford Borner by Cook County in the amount of \$24,995, the County being a local government that received in excess of \$10,000 in federal funding in the twelve-month period from January 1, 2010, to December 31, 2010;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT EIGHT

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

From in or about January 2010 through in or about January 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

EUGENE MULLINS,

defendant herein, being an agent of Cook County, corruptly solicited and demanded, and accepted and agreed to accept, things of value from Kenneth Gregory Demos, namely, approximately \$8,700 in cash, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of Cook County involving a thing of value of \$5,000 or more, that is, a professional and managerial service contract awarded to Kenneth Gregory Demos by Cook County in the amount of \$24,997, the County being a local government that received in excess of \$10,000 in federal funding in the twelve-month period from January 1, 2010, to December 31, 2010;

In violation of Title 18, United States Code, Section 666(a)(1)(B).

COUNT NINE

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

On or about January 24, 2011, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

GARY RENDER,

defendant herein, had knowledge of the actual commission of a felony cognizable by a court of the United States, namely that Eugene Mullins knowingly devised and participated in a scheme to defraud Cook County, and to obtain money and property by means of materially false and fraudulent pretenses, representations, and promises, and for the purpose of executing the aforesaid scheme knowingly caused wire communications to be transmitted in interstate commerce, in violation of Title 18, United States Code, Section 1343, and defendant concealed such felony and did not as soon as possible make known the same to some judge or other person in civil or military authority under the United States;

In violation of Title 18, United States Code, Section 4.

COUNT TEN

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

On or about November 22, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

MICHAEL L. PEERY,

defendant herein, had knowledge of the actual commission of a felony cognizable by a court of the United States, namely that Eugene Mullins, being an agent of Cook County, a local government that received in excess of \$10,000 in federal funding in the twelve-month period from January 1, 2010, to December 31, 2010, corruptly solicited and demanded, and accepted and agreed to accept a thing of value, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of Cook County involving a thing of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B), and defendant concealed such felony and did not as soon as possible make known the same to some judge or other person in civil or military authority under the United States;

In violation of Title 18, United States Code, Section 4.

COUNT ELEVEN

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

On or about November 4, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

CLIFFORD BORNER,

defendant herein, had knowledge of the actual commission of a felony cognizable by a court of the United States, namely that Eugene Mullins, being an agent of Cook County, a local government that received in excess of \$10,000 in federal funding in the twelve-month period from January 1, 2010, to December 31, 2010, corruptly solicited and demanded, and accepted and agreed to accept a thing of value, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of Cook County involving a thing of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B), and defendant concealed such felony and did not as soon as possible make known the same to some judge or other person in civil or military authority under the United States;

In violation of Title 18, United States Code, Section 4.

COUNT TWELVE

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

On or about December 2, 2010, at Chicago, in the Northern District of Illinois, Eastern Division, and elsewhere,

KENNETH GREGORY DEMOS,

defendant herein, had knowledge of the actual commission of a felony cognizable by a court of the United States, namely that Eugene Mullins, being an agent of Cook County, a local government that received in excess of \$10,000 in federal funding in the twelve-month period from January 1, 2010, to December 31, 2010, corruptly solicited and demanded, and accepted and agreed to accept a thing of value, intending to be influenced and rewarded in connection with a business, transaction and series of transactions of Cook County involving a thing of value of \$5,000 or more, in violation of Title 18, United States Code, Section 666(a)(1)(B), and defendant concealed such felony and did not as soon as possible make known the same to some judge or other person in civil or military authority under the United States;

In violation of Title 18, United States Code, Section 4.

FORFEITURE ALLEGATIONS

The SPECIAL SEPTEMBER 2011 GRAND JURY further charges:

1. The allegations contained in Counts One through Eight of this indictment are incorporated here for the purpose of alleging that certain property is subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

2. As a result of his violations of Title 18, United States Code, Sections 666 and 1343 as alleged in the foregoing Indictment,

EUGENE MULLINS,

defendant herein, shall forfeit to the United States, pursuant to Title 18, United States Code, Section 981(a)(1)(C), and Title 28, United States Code, Section 2461(c), any and all right, title and interest in property, real and personal, which constitutes and is derived from proceeds traceable to the charged offenses.

3. The interests of the defendant subject to forfeiture pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c) include, but are not limited to, all money and other property that constituted and was derived from the proceeds traceable to the violations, currently estimated as at least approximately \$34,700.

4. If any of the property subject to forfeiture and described above, as a result of any act or omission of the defendant:

- a. Cannot be located upon the exercise of due diligence;
- b. Has been transferred or sold to, or deposited with, a third party;
- c. Has been placed beyond the jurisdiction of the Court;
- d. Has been substantially diminished in value; or
- e. Has been commingled with other property which cannot be divided without difficulty;

the United States of America shall be entitled to forfeiture of substitute property under the provisions of Title 21, United States Code, Section 853(p), as incorporated by Title 28, United States Code, Section 2461(c).

All pursuant to Title 18, United States Code, Section 981(a)(1)(C) and Title 28, United States Code, Section 2461(c).

A TRUE BILL:

FOREPERSON

ACTING UNITED STATES ATTORNEY